

CAST IMAGING END-USER LICENSE AGREEMENT FOR THE MICROSOFT COMMERCIAL MARKETPLACE

IN CONSIDERATION of the mutual covenants and undertakings contained herein, and intending to be legally bound, CAST S.A., a French company whose identification number is 379 668 809 RCS Nanterre and having its registered offices at 3, rue Marcel Allégot – 92190 Meudon, France (“**Licensor**”) and Customer that is licensing the use of CAST Software as designated in the order placed in the Microsoft Commercial Marketplace (“**Licensee**”) agree as follows.

1. **DEFINITIONS**

1.1 **Specific Words or Phrases.** For purposes of this Agreement, each word or phrase listed below in alphabetical order shall have the meaning designated. Other words or phrases used in this Agreement may be defined in the context in which they are used and shall have the respective meaning there designated.

“**Affiliate**” means and includes any entity that directly or indirectly controls, is controlled by, or is under common control with Licensee or Licensor, where “control” means the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares or interests of such entity and to direct or cause the direction of the management and policies of such entity whether by contract or otherwise.

“**Agreement**” means the terms of this End User License Agreement, the appendices attached hereto or incorporated herein by reference together with the order form electronically validated by the Licensee ordering the Software via the Microsoft Commercial Marketplace (the “**Order**”).

“**Business Day(s)**” means all days except Saturdays, Sundays, and Bank and public holidays. All references to “day(s)” are to calendar days unless “Business Day” is specified.

“**Business Hour(s)**” means a clock hour during the standard business hours of a Business Day based on Licensee’s support region.

“**CAST Data**” means the software intelligence generated by the CAST Software and accessed through CAST products, dashboards, databases, APIs, or via any other means.

“**Defect**” means a defect, failure, malfunction, or nonconformity in the Software that prevents the Software from operating in accordance with the Documentation.

“**Documentation**” means all documents and materials (in any language, format or medium) that are normally supplied by Licensor to its commercial licensees to aid in the use and operation of the Software, and all modifications to such documents or materials that are made by or on behalf of Licensor from time to time.

“**Effective Date**” means the date of the Order.

“**Intellectual Property Rights**” means all trade secrets, patents and patent applications, trademarks (including any goodwill acquired in such trade marks), service marks, trade names, business names, internet domain names, e-mail address names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in confidential information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights, whether registered or unregistered, and any application for the foregoing, (including all claims and causes of action for infringement, misappropriation or violation and all rights in any registrations and renewals), worldwide and whether existing now or in the future.

“**License**” means a license to use the Software granted pursuant to the terms and conditions of this Agreement.

“**Licensee’s Systems**” means any and all computing equipment, all associated or interconnected network equipment, routers, semiconductor chips, software, and communication lines, and all other equipment or personal property owned, licensed or operated by, or on behalf of the Licensee.

“**Party**” means either the “Licensor” or “Licensee”, individually as the context so requires; and “**Parties**” means the “Licensor” and “Licensee”, collectively as the context so requires.

“**Personnel**” means and includes a Party’s directors, officers, and employees.

“**Named Application**” means Licensee’s application and its software Source Code and other application components being analyzed, as set forth in the Order.

“**S&S Service**” means Subscription & Support Service as set forth in Section 11. Any other services provided by Licensor are subject to separate agreement or statement of work.

“**Software**” means the computer programs licensed by Licensor to Licensee under this Agreement, including any customizations, enhancements, Updates, releases, replacement or successor products, Defect corrections, and other modifications thereto provided to Licensee by Licensor, together with the related Documentation.

“**Source Code**” for both Licensor Software and Licensee’s software applications means and includes human-readable computer programming code, associated procedural code, libraries, scripts and related and supporting documentation corresponding to the Software and all subsequent versions (including assembly, linkage and other utilities), suitable and sufficient to enable a person possessing reasonable skill and expertise in computer software and information technology to build a machine-executable object code version of the software.

“**Update(s)**” means releases of the Software that incorporates improvements of current features and functionality and/or correction of the Software’s Defects. Update excludes new features and new functionality that will be part of new product modules sold separately.

1.2 **Common Words.** The following words shall be interpreted as designated: (i) “or” connotes any combination of all or any of the items listed; (ii) where “including” is used to refer to an example or begins a list of items, such example or items shall not be exclusive; and (iii) “specified” requires that an express statement is contained in the relevant document.

2. **TERM AND TERMINATION**

2.1 **Term.** This Agreement shall commence as of the Effective Date and shall continue for so long as any Order(s) continue to be in effect, unless superseded or otherwise terminated by agreement of the Parties. Each Order shall contain the commencement date and the term of the applicable License (the “**License Term**”). Unless otherwise agreed in an Order, annual Licenses are automatically renewed unless terminated in writing with a sixty (60)-day notice prior to the then current License Term.

2.2 **Termination for Cause.** If either Party breaches a material obligation under the Agreement and fails to cure such breach within thirty (30) days from the date it receives from the non-breaching Party a notice of the breach and a demand for cure, then the non-breaching Party may thereafter terminate the Agreement immediately on notice.

2.3 **Retention of Archival Copy.** If Licensee’s right to use any Software is terminated for any reason whatsoever, then the Licensee shall nevertheless be entitled to retain one (1) copy of the Software and Documentation for archival purposes and to satisfy Licensee’s obligations under all applicable laws.

2.4 **Effect of Termination.** In the event of termination for breach this Agreement, the Licensee shall: (i) immediately cease using the Software; and (ii) return or uninstall the Software and Documentation within eight (8) Business Days from the date of termination, except as relates to the back-up copy mentioned in Section 2.3 above, and (iii) supply a certificate to the Licensor confirming compliance with the above provisions.

3. **GRANTING OF LICENSE**

3.1 **License Grant / Type of License.** Subject to the terms and conditions of this Agreement, Licensor grants Licensee a non-exclusive, non-sublicensable and non-transferable License to install and use the Software during the applicable License Term for Licensee’s own business purposes for the Named Application(s) designated in the Order (and no other application), in accordance with this Agreement and the applicable Order.

3.2 **License Restrictions.** Use of the Software is restricted to the Licensee’s own internal business needs and purposes. Such use shall not exceed the limitations set forth in the Order with regard to the Named Application(s), the territory and the Licensee’s Systems. Except to the extent authorized or permitted in this Agreement, or by applicable law without the possibility of contractual

waiver, Licensee shall not: (i) copy, transfer or distribute the Software (electronically or otherwise, in whole or in part); (ii) reverse assemble, reverse engineer, reverse compile, modify, alter or otherwise translate the Software (in whole or in part); (iii) sublicense or assign the License for the Software; or (iv) use the materials and Documentation (in whole or in part) to develop a new software business, directly or indirectly.

3.3 **Proprietary Rights to Software.** Licensor retains all right, title and interest in and to the Software and related Intellectual Property Rights, Documentation and materials, including, without limitation, all patent, copyright, trademark, and trade secret rights, embodied in, or otherwise applicable to the Software, regardless of whether such rights are registered or unregistered, and wherever in the world those rights may exist, except third-party components as listed at the following URL: <https://doc.castsoftware.com/display/SIZING/Open+source+software+shipped+with+CAST+AIP+and+CAST+Imaging>. Licensor owns all materials embodied in, or comprising the Software, including, but not limited to, graphics, user and visual interfaces, images, Source Code of the Software, and text, as well as the design, structure, selection, coordination, expression, “look and feel”, and arrangement of the Software and its content, and the trademarks, service marks, proprietary logos and other distinctive brand features found in the Software.

4. **DELIVERY**

Licensor provides Licensee with the Software and Documentation electronically, as specified in the Order or as otherwise agreed to by the Parties and confirmed in writing. Licensee shall acknowledge delivery of the Software.

5. **LICENSEE RESPONSIBILITIES**

Licensee is solely responsible for: (i) the use of the Software on computers, servers or any other hardware whose configuration meet the configuration standards or prerequisites defined by Licensor in the Documentation; (ii) the qualifications and competence of its Personnel; (iii) the carrying out of adequate tests prior to the operation of each version of the Software in a configuration as similar as reasonably possible to that to be used by Licensee; (iv) the use of the Software in accordance with industry best practices, including the making of back-up copies of data stored on any system using the Software, of program sources and of any logical representation of Licensee’s programs created or adapted with the aid of the Software and the making of daily back-up copies of data bases supplied with the Software; and (v) any existing damage to, or error in the system or hardware of Licensee or any virus in Licensee’s Systems.

6. **ESCROW**

6.1 Licensor has filed the Source Code of the Software with the Agence pour la Protection des Programmes (“**APP**”), (i.e. Agency for the Protection of (Software) Programs) (54, rue de Paradis - 75010 Paris, France) under the number IDDN.FR.001.050022.012.S.P.1998.000.10600. The APP provides a right of access to Source Code of the Software in the circumstances (“**Release Event**”) agreed upon below between Licensor and Licensee pursuant to APP’s General Regulations:

Release Event - The Licensee can have access to the Source Code of the Software if (i) Licensor discontinues business because of bankruptcy, and no successor assumes Licensor’s S&S Service obligations under this Agreement; or (ii) Licensor (or its successor) defaults in its obligation to provide any fully paid S&S Services as required under this Agreement and fails to cure such default within two (2) weeks after receiving written notice of default from the Licensee. The notice must describe the default and the action that the Licensee believes is necessary to cure the default. If more than two (2) weeks is reasonably required to complete the cure, Licensor (or its successor) shall have such additional time (not to exceed two (2) months as is reasonably needed, provided that Licensor (or its successor) is diligent in completing the cure.

6.2 The APP requires it be designated as a third-party escrow agent, which it hereby is so designated.

6.3 Escrowed materials will be subject to the terms of this Agreement. Each such License shall entitle Licensee to use the Source Code of the Software and the Software, as reasonably necessary, in order to: (i) integrate the Software with Licensee’s other systems and programs; (ii) cause the Software to comply with changes in applicable laws, regulations, industry standards or market practice; (iii) enable the Software to remain current with technological innovations; and (iv) enable the Software to fulfill Licensee’s internal business purposes within the scope of the License granted pursuant to the terms and conditions of this Agreement.

6.4 Licensee shall not use the escrowed materials to develop, either directly or indirectly, a new software business. Source Code of the Software usage will be in accordance with this Agreement, its exhibits, appendices, schedules, attachments, and any

related statements of work. Licensee will not have the right to market/sell a software product derived from Source Code of the Software to other entities, including Affiliates.

7. DOCUMENTATION AND TRAINING

7.1 **Documentation.** On or before the date the Software is delivered, Licensor will (at no additional charge) deliver to Licensee at least one (1) electronic copy of all generally available Documentation for the Software. The Documentation shall be sufficient to enable Licensee's Personnel to use and to understand the use and operation of the Software and shall conform to generally accepted industry standards for the use, operation and internal operating logic of the Software. The Documentation may be amended from time to time, to reflect changes to the Software, provided such modifications do not diminish the performance or operational capabilities of the Software. Throughout the term of any S&S Services, Licensor will provide copies of any revisions, improvements, enhancements, modifications and Updates to the Documentation, at no additional cost. Licensee may make a reasonable number of copies of the Documentation for Licensee's use, provided such Licensee reproduces copyright notices and other legends of ownership on each copy.

7.2 **Training.** If Licensee's Personnel require training to properly use the Software, Licensor will provide training in the use of such Software designated by Licensee, at times and fees agreed to by the Parties. All training materials and Documentation shall be deemed to be Licensor's Confidential Information.

8. FEES AND PAYMENT TERMS

8.1 **Fees.** The License fees and all other charges to be paid by the Licensee for the License provided by Licensor pursuant to this Agreement shall be set forth in the Order. Licensee shall pay all fees through the Microsoft Commercial Marketplace.

8.2 **Terms of Payment.** Fees are due after Software has been delivered according to Microsoft Commercial Marketplace terms.

9. LIMITED WARRANTIES

9.1 **Authority and Non-Infringement.** Licensor warrants that Licensor has all rights and authority required to enter into this Agreement, and to provide the Software and perform the S&S Services contemplated by this Agreement, free from all liens, claims, encumbrances, security interests and other restrictions. Subject to the applicable terms and conditions of this Agreement, Licensee will be entitled to use and enjoy the benefit of all Software and S&S Services without adverse interruption or disturbance by Licensor or any entity asserting a claim under or through Licensor. Licensor further represents and warrants that the S&S Services, Software and all other materials of whatsoever nature furnished under this Agreement, and the use thereof or exercise of any License rights granted hereunder to Licensee in accordance with the terms and conditions of this Agreement, will not infringe (whether directly, contributorily, by inducement or otherwise), misappropriate or violate the Intellectual Property Rights of any third party, or violate the laws, regulations or orders of any governmental or judicial authority.

9.2 **Documentation.** Licensor warrants that the Documentation provided by Licensor materially reflects the functionality of the applicable Software.

9.3 **Standard of Service.** Licensor warrants that all services provided by Licensor pursuant to this Agreement or any other agreement relating to the Software, will be performed in a timely and professional manner, in conformity with standards generally accepted in the software industry, by qualified and skilled individuals.

9.4 **Disabling Devices.** Licensor further warrants that other than a License access key, the Software (and all other Software delivered or installed by Licensor) shall not contain any computer code, or any other procedures, routines or mechanisms designed by Licensor (or its Personnel or licensors) to: (i) disrupt, disable, harm or impair in any way the Software's (or any other software's) orderly operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs", "time locks", or "drop dead" devices); (ii) cause the Software to damage or corrupt any of Licensee's, or its respective clients' data, storage media, programs, equipment or communications, or otherwise interfere with Licensee's operations, or (iii) permit Licensor, its Personnel, its licensors or any other third party, to access the Software (or any other software or Licensee's Systems) for any reason (sometimes referred to as "traps", "access codes" or "trap door" devices). Licensor will not unilaterally (*i.e.*, without appropriate judicial order) remove, uninstall, repossess, modify, delete, damage, deactivate, disable, or interfere with the Software for any reason (including a dispute relating to this Agreement).

10. WARRANTY DISCLAIMERS

10.1 THE LICENSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10.2 THE LICENSOR GIVES NO WARRANTY IN RELATION TO THE ACHIEVEMENT OF ANY PARTICULAR RESULTS WITH THE SOFTWARE OR S&S SERVICE CONNECTED WITH THE SOFTWARE NOR THAT THE CHARACTERISTICS OF THE SOFTWARE WILL SATISFY THE REQUIREMENTS OF LICENSEE.

10.3 THE PARTIES RECOGNIZE THAT SOFTWARE MAY CONTAIN ERRORS AND THAT NOT ALL ERRORS MAY BE ECONOMICALLY CORRECTED, NOR REQUIRE TO BE CORRECTED. ACCORDINGLY, THE LICENSOR DOES NOT WARRANT THE UNINTERRUPTED OPERATION OF THE SOFTWARE OR OPERATION FREE FROM ALL ERROR, NOR THAT ALL OF THE DEFICIENCIES OR ERRORS WHICH MAY BE CONTAINED IN THE SOFTWARE WILL BE CORRECTED.

11. SUBSCRIPTION AND SUPPORT

11.1 Subscription & Support (“S&S”) Service is provided for the Named Application(s) during the License Term, including: (i) Access to Software, Documentation and Updates; (ii) Access to the Extend repository of curated Software extensions, such as templates, scripts, rules, analyzers; and (iii) Access to CAST Support team for technical assistance and incident resolution, under the support terms (as set out at the URL: <https://help.castsoftware.com/hc/en-us/articles/204455607-CAST-Support-SLA>) which may be updated from time to time.

12. CONFIDENTIAL INFORMATION

12.1 Confidential Information means any information or data which by its nature or content and exercise of reasonable judgement is identifiable as confidential and/or proprietary to the furnishing party (hereinafter the “**Disclosing Party**”), whether disclosed directly by or acquired indirectly from Disclosing Party, any of its other service providers, agents or representatives or any director, officer or employee of any of the foregoing, whether in written, electronic, visual or oral form, regardless of how transmitted, and whether or not marked “confidential” or “proprietary”, to the other Party (the “**Receiving Party**”). Confidential Information includes *inter alia* Source Code of the Disclosing Party’s own software and that of its clients, as well as any personal, financial or identifying information of an individual person. Title or the right to possess Confidential Information as between the Parties shall, except as otherwise provided herein, remain with Disclosing Party.

12.2 Receiving Party will exercise at least the same degree of care with respect to the Disclosing Party’s Confidential Information that the Receiving Party exercises to protect its own Confidential Information, but in no event shall the Disclosing Party use less than reasonable care. The Receiving Party will only use or reproduce the Disclosing Party’s Confidential Information to the extent necessary to enable the Receiving Party to fulfill its obligations under this Agreement or an Order.

12.3 Notwithstanding anything to the contrary herein, Receiving Party shall have no obligation to preserve the confidentiality of any Confidential Information which: (i) is or becomes publicly known (other than through unauthorized disclosure by the Disclosing Party) and is available to Receiving Party without use of or reference to any of Disclosing Party’s Confidential Information; (ii) at the time of disclosure to Receiving Party, is already in the possession of or known to Receiving Party and is available to Receiving Party without use of or reference to any of Disclosing Party’s Confidential Information and is not subject to any other confidentiality obligation; (iii) is disclosed to Receiving Party by any person or entity other than Disclosing Party and is available to Receiving Party without use of or reference to any of Disclosing Party’s Confidential Information and who is not subject to any other confidentiality obligation to Disclosing Party; or (iv) is developed by Receiving Party without use of or reference to any Confidential Information or any other information of Disclosing Party subject to a confidentiality obligation.

12.4 In the event that Receiving Party becomes legally compelled by a court of competent jurisdiction or by a governmental body to disclose any Confidential Information, Receiving Party will, to the extent permitted by law, give Disclosing Party prompt written notice of such requirement, together with a copy of such demand, to enable Disclosing Party to seek a protective order or other remedy.

12.5 Except as otherwise expressly provided in this Agreement, Receiving Party will, upon Disclosing Party's request, destroy all documents and materials (and all copies thereof) containing Confidential Information, whether in hardcopy, electronic form or otherwise, promptly following termination of this Agreement, with or without cause. The Receiving Party will certify in writing that it has fully complied with its obligations under this Section within five (5) Business Days after its receipt of a request from the Disclosing Party for such a certification, unless otherwise prevented by law or regulatory authority. This Section shall survive the termination or expiration of this Agreement for three (3) years.

13. PUBLICITY

Licensor will not disclose the identity of Licensee as a client of Licensor or the existence, nature or terms of this Agreement, without the prior written consent of Licensee which consent will not unreasonably be withheld. Neither Party will use the other Party's indicia, trademarks, service marks, trade names, logos, symbols or brand names, or otherwise refer to or identify the other Party in advertising, publicity releases, or promotional or marketing publications or correspondence to third parties without, in each case, securing the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed.

14. INDEMNITY

14.1 Licensor will defend, hold harmless and indemnify Licensee, within the limits set forth in Section 15, from and against any and all losses, claims, liabilities, costs, and expenses (including taxes, fees, fines, penalties, interest, reasonable expenses of investigation and attorneys' fees and disbursements) as incurred (collectively "Damages") arising out of, or relating to, a claim by a third party that the Software or any other materials of any nature furnished by Licensor to Licensee (or that the use thereof or exercise of License rights granted hereunder) infringes (whether directly, contributorily, by inducement or otherwise), misappropriates or violates such third party's Intellectual Property Rights.

14.2 Licensor's indemnity obligation under this Section shall not extend to claims based on: (i) an unauthorized modification of the Software made by Licensee where the Software would not be infringing without such modification, or (ii) customized portions of the Software designed in accordance with written specifications provided by Licensee where the Software would not be infringing without such customized portions.

14.3 The indemnity provided for in this Section shall be conditional upon Licensee giving to Licensor prompt written notice of any such claim of infringement or alleged infringement, not making any prejudicial statement(s), and affording Licensor the opportunity to assume (at Licensor's expense) the defense of any such claim and all negotiations in respect of such claim.

15. LIMITATION OF LIABILITY

15.1 IN NO EVENT WILL THE LICENSOR OR ANY OF ITS AFFILIATES OR DISTRIBUTORS BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR CLAIMS FOR ANY LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, INDIRECT DAMAGES, LOSS OF DATA OR INTERRUPTION OR LOSS OF USE OF LICENSED SOFTWARE, REGARDLESS OF THE FORM OF ACTION, ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR RELATED TO THE LICENSED SOFTWARE OR S&S SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF THE LICENSOR AND OF ANY OF ITS AFFILIATES OR DISTRIBUTORS TO THE LICENSEE RELATED TO OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE PRICE (TAXES EXCLUDED) PAID BY THE LICENSEE FOR THE LICENSE FOR THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LICENSOR'S LIABILITY, PURSUANT TO THE APPLICABLE ORDER THAT GIVE RISE TO SUCH LIABILITY.

15.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, THE LIMITATION OF LIABILITY SET FORTH IN SECTION 15.2 SHALL NOT APPLY TO DAMAGES, (I) RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY OR ITS PERSONNEL, OR (II) STEMMING FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY A PARTY OR ITS PERSONNEL UNLESS MAINLY A RESULT OF THE OTHER PARTY'S OR ITS PERSONNEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

15.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, NO INDEMNIFICATION SHALL BE MADE IN RESPECT OF ANY CLAIM, ISSUE OR MATTER UNLESS SUCH CLAIM, ISSUE OR MATTER SHALL HAVE BEEN FINALLY ADJUDICATED BY COURT ORDER OR JUDGMENT OR BY SETTLEMENT BY OR WITH THE APPROVAL OF LICENSOR.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, Licensor will maintain, at its own expense, insurance coverage with a reputable and solvent insurance company to cover the financial consequences of any damages Licensor would cause in the performance of the Agreement. Licensor shall provide any valid insurance certificate upon Licensee's request.

17. ASSIGNMENT

Neither Party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, to: (i) any parent, subsidiary or Affiliate entity, or (ii) to a successor in interest of all or substantially all of the assets, stock or business of a Party to which this Agreement pertains, not involving a direct competitor of the other Party and provided such successor assumes all of such Party's obligations under this Agreement. Any attempted assignment or delegation in contravention of this Section shall be null and void and have no effect. This Agreement shall be binding upon, and shall inure to the benefit of, the legal successors and permitted assigns of the Parties.

18. NOTICES

Any notice, demand or other communication (collectively "Notice") required or permitted under this Agreement shall be made in writing to the address set forth on page 1 of this Agreement and within the Order, and shall be deemed to have been duly given (i) when delivered personally to the representative(s) designated to receive Notices for the intended recipient, or (ii) when mailed by certified mail (return receipt requested) or sent by overnight courier to the representative(s) designated to receive Notices for the intended recipient. Notices concerning the Agreement shall be given to the person who placed the Order.

19. COMPLIANCE WITH LAW

In performing their obligations under this Agreement, the Parties will comply, and will cause their Personnel, consultants, auditors and subcontractors to comply, with the requirements of all applicable laws, ordinances, regulations, codes and executive orders.

20. DISPUTE RESOLUTION AND GOVERNING LAW

20.1 **Dispute Resolution.** The Parties agree to cooperate in good faith in an effort to resolve any disagreement, dispute or claim arising out of or relating to this Agreement, its execution, breach, or termination ("**Dispute**"). Duly appointed representatives of each Party shall meet at least once in person, or via telephone or video if meeting in person is impractical, to attempt to resolve any such Dispute. If any Dispute is not resolved promptly, the Parties may seek to enforce their respective rights in a court of law.

20.2 **Governing Law and Jurisdiction.** The substantive laws of France shall in all respects govern this Agreement. After an unsuccessful search for an amicable solution, all Disputes shall be heard exclusively by the Commercial Court of Paris, France.

21. WAIVER

No course of dealing, failure by either Party to require the strict performance of any obligation assumed by the other hereunder, or failure by either Party to exercise any right or remedy to which it is entitled, shall constitute a waiver or cause a diminution of the obligations or rights provided under this Agreement. No provision of this Agreement shall be deemed to have been waived by any act or knowledge of either Party, but only by a written instrument signed by a duly authorized representative of the Party to be bound thereby. Waiver by either Party of any default shall not constitute a waiver of any other or subsequent default.

22. FORCE MAJEURE

A Party will be excused from a delay in performing, or a failure to perform, its obligations under this Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such Party. In such event, the performance times shall be extended for a period of time equivalent to the time lost because of the excusable delay. However, if an excusable delay continues more than sixty (60) days, the Party not relying on the excusable delay may, at its option, terminate the Order, upon notice to the other Party. To avail itself of the relief provided in this Section for an excusable delay, the Party must act with due diligence to remedy the cause of, or to mitigate or overcome, such delay or failure.

23. MISCELLANEOUS

23.1 **Severability.** If a court of competent jurisdiction declares any provision of this Agreement to be invalid, unlawful or unenforceable as drafted, the Parties intend that such provision be amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, it shall be severed, and the remaining provisions shall remain unimpaired and in full force and effect to the fullest extent permitted by law.

23.2 **Survival.** The expiration or termination of this Agreement will not terminate vested rights of either Party from any liabilities or obligations incurred under this Agreement prior to or which by their nature are intended to survive expiration or termination, including but not limited to provisions relating to confidentiality, warranties, indemnification, limitation of liability, severability, and this Section.

24. AUDIT

Licensor may audit and/or inspect (“**Audit**”) Licensee’s applicable records and facilities to verify Licensee’s compliance with the terms of this Agreement, its Appendices, and the Order once per twelve (12) month period. Any Audit shall be conducted during regular Business Hours at Licensee’s facilities, with ten (10) Business Days’ notice. Licensee agrees to provide Licensor’s designated Audit team’s access to the Licensee’s relevant records and facilities. Licensee shall pay Licensor the full amount of any underpayment, as well as the cost of the Audit if the Audit reveals any underpayment.

25. NON-SOLICITATION

Licensee covenant and agree that for as long as this Agreement remains in effect and for one (1) year thereafter, they shall not, without the Licensor’s written consent, solicit, recruit, or employ any CAST Personnel who was in the employ of Licensor or any of its Affiliates at any time during the term of this Agreement. Licensee shall not be precluded from hiring any such employee who independently responds to indirect solicitations, such as general employment advertisements or postings, online or otherwise.